



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Lodi GrapeLine Bus Stop Improvements to Mo/Jas Construction Company, of Stockton (\$35,314)

**MEETING DATE:** April 7, 2010

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the contract for the Lodi GrapeLine Bus Stop Improvements to Mo/Jas Construction Company, of Stockton, in the amount of \$35,314.

**BACKGROUND INFORMATION:** This project consists of constructing improvements to 18 bus stop locations on Lodi's fixed-route bus system at various locations. Bus shelters with benches will be installed at six locations, and benches will be provided at nine other locations. At three locations concrete will be placed behind the sidewalk and the existing benches will be moved to provide for a wider pedestrian path of travel. The 18 locations are shown in Exhibit A. After these improvements are constructed, there will be 144 remaining bus stop locations without shelters. Improvements to approximately 10 to 20 additional bus stop locations are planned using \$100,000 in federal funds (American Recovery and Reinvestment Act) recently approved by the City Council.

Staff is recommending that Council waive an informality in the bid proposal from Mo/Jas Construction and award the Lodi GrapeLine Bus Stop Improvements contract to this contractor. Mo/Jas Construction did not include a Receipt of Addendum No. 1 as part of its bid proposal. The missing Receipt of Addendum was caused by the purchase of an incomplete set of plans and specifications from Stockton Blue Reprographics. This incomplete set did not include Addendum No. 1 nor did it include the Receipt of Addendum form. As a result, the Receipt of Addendum No. 1 was not included with the bid proposal from Mo/Jas Construction. Other bidders received the complete bid package. Addendum No. 1 provided the bidders with an updated schedule of federal wage rates and gave the bidders approximate weights for the material that needed to be transferred to the bus stop locations. As the updated federal wage rates only revised pay rates for non-related job classifications (i.e. asbestos workers and plumbers) and for job classifications outside of San Joaquin County, staff feels that Addendum No. 1 had no impact on the bid proposal prepared by Mo/Jas Construction.

Plans and specifications for this project were approved on February 3, 2010. The City received the following 11 bids for this project on March 10, 2010.

Bidder	Location	Bid
Engineer's Estimate		\$ 41,050.00
*Mo/Jas Const.	Stockton	\$ 35,314.00
George Reed, Inc.	Lodi	\$ 40,395.00
A.M. Stephens Construction	Lodi	\$ 40,450.00

APPROVED:

  
Blair King, City Manager

Adopt Resolution Awarding Contract for Lodi GrapeLine Bus Stop Improvements to Mo/Jas Construction Company, of Stockton (\$35,314)

April 7, 2010

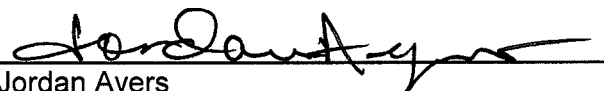
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Bidder	Location	Bid
Quimu Contracting	Dixon	\$ 41,150.00
Diede Construction	Lodi	\$ 41,896.50
HartDev, Inc.	Stockton	\$ 44,753.00
G & L Brock Construction	Stockton	\$ 45,945.00
T & S Intermodal	Stockton	\$ 48,484.00
UDB Enterprises	Stockton	\$ 49,450.00
*C & R Construction Group	Sacramento	\$ 53,298.30
Dahl Taylor Associates	Santa Ana	\$ 57,468.00

\* No Receipt of Addendum was included with the Bid Proposal.

**FISCAL IMPACT:** There will be a slight increase in the long-term maintenance costs associated with the installation of these new improvements.

**FUNDING AVAILABLE:** Federal Transit Administration/  
Transportation Development Act Funds (125080): \$50,000

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

Attachment

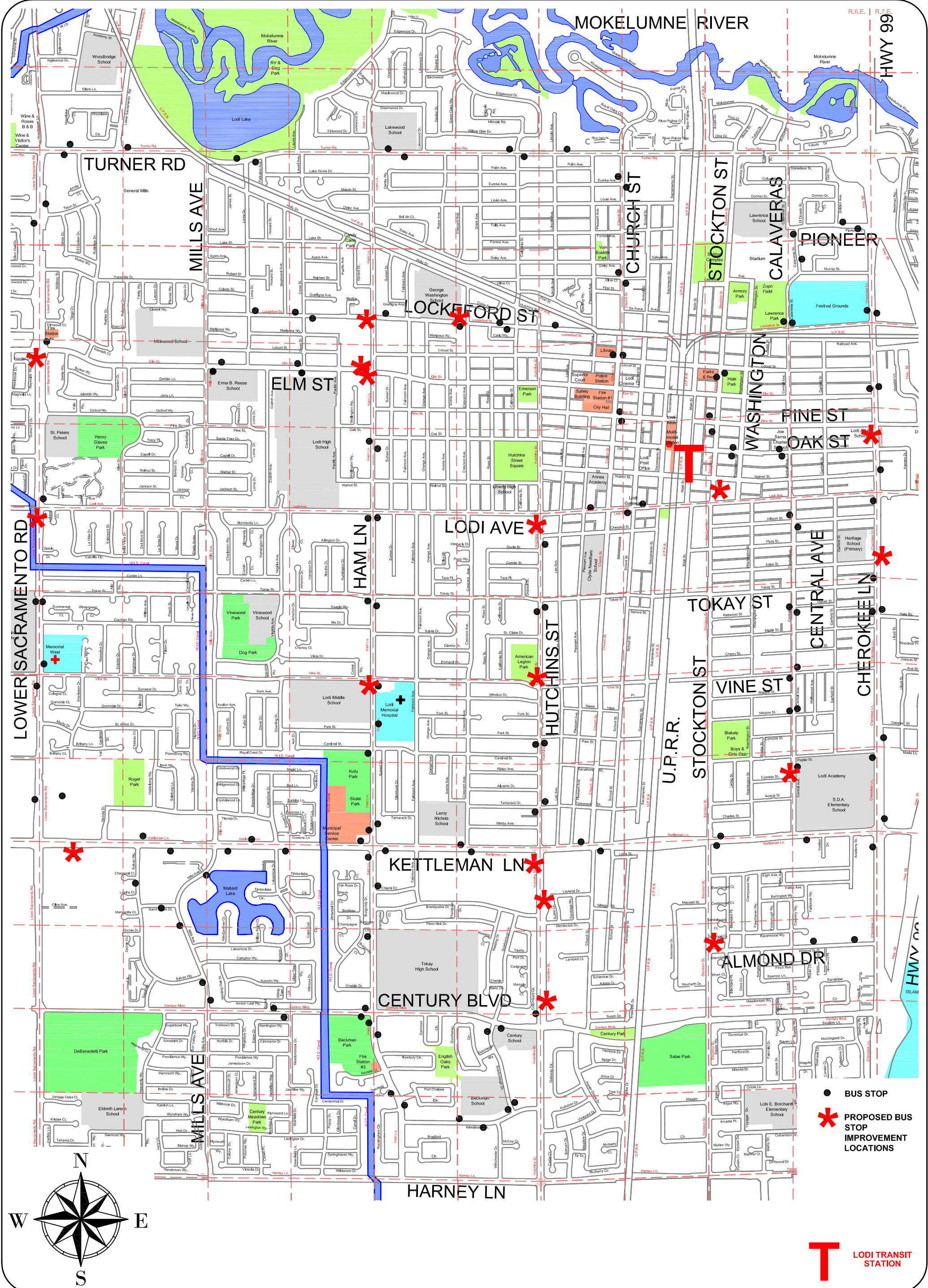
cc: City Attorney  
Purchasing Officer  
Streets and Drainage Superintendent  
Management Analyst Areida-Yadav  
Transportation Planner



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

# GRAPELINE BUS STOP LOCATIONS



**LODI GRAPELINE BUS STOP IMPROVEMENTS  
VARIOUS LOCATIONS**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and MO/JAS CONSTRUCTION, INC., herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install six bus shelters and sixteen benches at various bus stop locations and other incidental and related work, all as shown on the plans and specifications for "Lodi GrapeLine Bus Stop Improvements, Various Locations".

#### CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Bus Stop Improvements at 2420 West Kettleman Lane	LS	1	\$ 2,111.00	\$ 2,111.00
2.	Bus Stop Improvements at North/West Corner of Central Avenue and Cypress Street	LS	1	\$ 2,026.00	\$ 2,026.00
3.	Bus Stop Improvements at 620 South Cherokee Lane	LS	1	\$ 2,111.00	\$ 2,111.00
4.	Bus Stop Improvements at 53 South Cherokee Lane	LS	1	\$ 2,026.00	\$ 2,026.00
5.	Bus Stop Improvements at Ham Lane South of Vine Street	LS	1	\$ 2,026.00	\$ 2,026.00
6.	Bus Stop Improvements at Hutchins Street North of Vine Street	LS	1	\$ 2,204.00	\$ 2,204.00
7.	Bus Stop Improvements at 215 East Lodi Avenue	LS	1	\$ 2,475.00	\$ 2,475.00

ITEM NO	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
8.	Bus Stop Improvements at South/West Corner of Lodi Avenue and Lower Sacramento Road	LS	1	\$ 4,724.00	\$ 4,724.00
9.	Bus Stop Improvements at North/East Corner of Hutchins Street and Century Boulevard	LS	1	\$ 4,368.00	\$ 4,368.00
10.	Bus Stop improvements at Hutchins Street North of Mendocino Drive	LS	1	\$ 802.00	\$ 802.00
11.	Bus Stop Improvements at Hutchins Street North of Chestnut Street	LS	1	\$ 802.00	\$ 802.00
12.	Bus Stop Improvements at Stockton Street North of Almond Drive	LS	1	\$ 802.00	\$ 802.00
13.	Bus Stop Improvements at Hutchins Street South of Kettleman Lane	LS	1	\$ 802.00	\$ 802.00
14.	Bus Stop Improvements at Lockeford Street West of Crescent Avenue	LS	1	\$ 1,608.00	\$ 1,608.00
15.	Bus Stop Improvements at Lower Sacramento Road South of Tejon Street	LS	1	\$ 802.00	\$ 802.00
16.	Bus Stop Improvements at Elm Street (Westbound) West of Ham Lane	LS	1	\$ 1,754.00	\$ 1,754.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
17.	Bus Stop Improvements at Elm Street (Eastbound) West of Ham Lane	LS	1	\$ 2,026.00	\$ 2,026.00
18.	Bus Stop Improvements at Lockeford Street West of Ham Lane	LS	1	\$ 1,845.00	\$ 1,845.00
TOTAL					\$35,314.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications,

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 20 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_ By: \_\_\_\_\_  
Blair King  
City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_

Attest:


\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney  




A RESOLUTION OF THE LODI CITY COUNCIL WAIVING  
INFORMALITY IN BID PROPOSAL AND AWARDING CONTRACT FOR  
LODI GRAPELINE BUS STOP IMPROVEMENTS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 10, 2010, at 11:00 a.m. for the Lodi GrapeLine Bus Stop Improvements described in the plans and specifications therefore approved by the City Council on February 3, 2010; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
*Mo/Jas Construction	\$ 35,314.00
George Reed, Inc.	\$ 40,395.00
A.M. Stephens Construction	\$ 40,450.00
Quimu Contracting	\$ 41,150.00
Diede Construction	\$ 41,896.50
HartDev, Inc.	\$ 44,753.00
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UDB Enterprises	\$ 49,450.00
*C & R Const. Group	\$ 53,298.30
Dahl Taylor Associates	\$ 57,468.00

\* No Receipt of Addendum was included with the Bid Proposal

WHEREAS, Mo/Jas Construction did not include a Receipt of Addendum No. 1 as part of its bid proposal, due to the purchase of an incomplete set of plans and specifications from Stockton Blue Reprographics. Addendum No. 1 provided the bidders with an updated schedule of Federal wage rates and gave the bidders approximate weights for the material that needed to be transferred to the bus stop locations. As the updated Federal wage rates only revised pay rates for non-related job classifications (i.e. asbestos workers and plumbers) and for job classifications outside of San Joaquin County, staff feels that Addendum No. 1 had no impact on the bid proposal prepared by Mo/Jas Construction; and

WHEREAS, staff recommends waiving the bid informality and awarding the contract for the Lodi GrapeLine Bus Stop Improvements to the low bidder, Mo/Jas Construction, Inc., of Stockton, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby waive the bid informality and award the contract for the Lodi GrapeLine Bus Stop Improvements to the low bidder, Mo/Jas Construction, Inc., of Stockton, California, in the amount of \$35,314.00.

Dated: April 7, 2010

I hereby certify that Resolution No. 2010-39 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 7, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None

  
 RANDI JOEHL  
 City Clerk